

**Contract #2/
for state procurement of goods**

Tbilisi city ----- y.

This present Contract is entered between:

“Tbilisi State Medical University”, located at: 33 Vazha-Pshavela Ave. (hereinafter referred to as “Buyer”, in the name of Chancellor of the TSMU Zurab Orjonikidze

AND

_____, address: _____ (hereinafter referred to as “Supplier”), on the basis of the Georgian Legislation in force and E- tender (SPA _____) conducted by “Buyer”, as follows:

1. Procurement object

1.1 Object of procurement is: ----- (CPV -----) according to annex #1 (annex #1 constitutes an integral part of Contract).

2. Total price of the Contract

2.1 Total price of the Contract makes up ----- GEL.

2.2 Total price of Contract includes all the payments prescribed by the Legislation in force.

3. Terms, place and conditions of procurement object delivery

3.1 Procurement object delivery is to be made on -----

3.2 Procurement object delivery is to be made on -----

4. Life on Contract

4.1 The Contract shall come into effect on the date of its signing by both Parties and remains in force till the full and proper fulfillment of the obligations under the Contract.

5. Conditions of contract control

5.1 The “Buyer”, alongside with delivery of the object of Contract, is entitled carry out examination, aimed to establish correspondence of the object of Contract to the terms of it and to requirements of “Buyer”.

5.2 Contract control by “Buyer” will be carried out by the control making group, established under the order of _____ # _____ the TSMU Chancellor.

5.3 “Buyer” is obliged to inform the “Supplier” about any defect established in examination as soon as possible. Such a notification can be made both in oral and in writing. In case of notification by telephone, the "Buyer" is obliged to notify the “Supplier” about the defect of the procurement object within not less than 3 (three) days from the oral notification.

5.4 Costs associated with elimination or new control holding is to be paid by the “Supplier”, in accordance with the Georgian Legislation.

6. Delivery-acceptance order of the procurement object

6.1 Delivery-acceptance order of the procurement object is formally established on the basis of the decision of the control making group, established under the order of _____ # _____ the TSMU Chancellor.

6.2 Decision of the control making group, established under the order of _____ # _____ the TSMU Chancellor, is based on the presented form #2 of work performance also decision of the LEPL Levan Samkharauli National Forensics Bureau and other accredited entity is paid by “Supplier”.

7. Quality and guarantee of the object of the contract

7.1 “Supplier” ensures, that the object of procurement will be in compliance with standards.

7.2 Quality of procurement object must comply with the requirements stated by “Buyer”.

7.3 The warranty term of the procurement object is -----

7.4 “Buyer” is obliged to notify the ”Supplier” about any errors without any further delay.

7.5 Upon receipt of notification, in case of revealing of any damages or defects of goods, “Supplier” by his/her own expense, is obliged to ensure corrective actions (if required, repair or replacement) within ten working days from the date of notice, during the warranty period.

“Supplier” has to eliminate the defects of the object of the contract, also reimburse damages to the “Buyer” and third parties as a result of these default.

7.6 If “Supplier”, after receiving notification regarding defects elimination, does not fulfill his/her obligations, than “Buyer” shall be entitled to ensure the correctness of the existing defects by the expense of "Supplier".

8. Settlement form, schedule (dates)

8.1 Settlement with “Supplier” is made in GEL;

8.2 The cost of the procurement object will be reimbursed by non-cash settlement;

8.3 Preliminary settlement is not provided.

8.4 Payment is made step by step, in case of fulfillment of the ___ % of works under the Contract, and on the basis of the document confirming service rendering – delivery- acceptance act, and tax invoice (if the supplier is a VAT payer, also if the supplier is not a VAT payer, then the supplier must present the relevant reference from the Revenue Service), within on 15 working days.

8.5 Final settlement is carried out on the basis of the document, confirming the full implementation of the services – delivery - acceptance act and tax invoice (if the supplier is a VAT payer, also if the supplier is not a VAT payer, then the supplier must present the relevant reference from the Revenue Service).

8.5 In case, if "Supplier" misses a deadlines specified in the Contract, he/she has to pay the penalty, the “Buyer” is entitled to refuse to perform the alternative obligations, until full payment of the penalty amount.

9. Rights and obligations of the parties

9.1 “Buyer” has right:

- Check the compliance of the supplied procurement object with the terms of the contract.
- Make control and supervision on compliance with the terms of the contract by the “Supplier”.
- Refuse to accept the procurement object of poor quality.

9.2 “Buyer” is obliged to:

- Notify "Supplier" in writing about all the special circumstances related to delivery of the procurement object.
- Make settlement with the "Supplier" according to the conditions of the Contract;
- Follow all the conditions under the Contract.

9.3 “Supplier” has a right:

- Demand from “Buyer” pay the price of the procurement object supplied under the conditions of the Contract.

9.4 “Supplier” is obliged to:

- Warn the procurer about delays in the delivery of the procurement object.
- Follow all the terms of this contract.

10. Liability of the parties for Contract violations

10.1 Non-fulfillment of the obligations undertaken by the Parties shall result in liability in accordance with the Applicable Law.

10.2 If any Contracting Party violates the obligations under this Contract, then the other Contracting Party may request a withdrawal from the Contract after the expiration of the additional time for the fulfillment of obligations without result (the written form is used for determining additional period). Depending on the nature of the obligations, it is impossible to use the additional timeframe, when the additional timeframe considered as warning.

10.3 Upon Contract termination, Party may demand compensation for damages from the other Party due to fail to fulfill his/her obligations under the Contract.

10.4 As for Contract termination and damages compensation, therefore, is applicable the Civil Code of Georgia.

10.5 In case of non-fulfillment of the obligations prescribed by the Contract, breaching Party shall pay the penalty on the amount of 10% of the contractual value.

10.6 In case of delivery delay "Buyer" has a right to impose an obligation on "Supplier" to pay fine of 0,3 % (nought point and a three) of the price of the undelivered procurement object for each day of delay, but not less than 10 (ten) Gel.

10.7 "Buyer" retains the right, in case of Contract terms violation, to hold forfeit amount by that time of the total price of contract and transfer to the relevant account. In case settlement step by step, forfeit amount will hold from the payable amount at the relevant stage.

10.8 Non-usage of the Article 10.7 does not allow "Buyer" to ask to pay forfeit amount from "Supplier".

11. Contract performance security

11.1 In order to avoid any risks, due to failure to comply with the state procurement Contract of established delivery, as for tender will be used the following guarantee mechanism - in the amount of ____ % of the total price of Contract observing guarantee, which makes up ____ Gel.

11.2 In the case of violation of obligations under the Contract by the "Supplier" (refusal to fulfill the obligations under the contract, violation of the terms of the contract, poor, improperly

fulfillment of the obligation), he/she will not be refunded with the amount of the contract observing ensuring guarantee.

11.3 Term of validity of the guarantee of contract observing is at least ----, must exceed the final term of delivery of the procurement object.

11.4 In case of termination of the Contract due to reasons beyond “Supplier’s” control, the procuring entity is obliged to return contract fulfillment ensuing guarantee upon request of the “Supplier”.

12. Opportunity to review terms of the contract

12.1 Any amendments to the terms of the present contract shall be valid only when they are made in written form and duly signed by both parties.

12.2. In case of need to amend the terms of Contract, the party which wishes to make such changes is obliged to notify the other party in writing about it.

12.3 Each Contracting Party may not agree with proposed changes.

12.4 Alteration of the terms of this Contract inadmissible if amendments make worsen terms of this Contract for “Buyer”, except for the cases prescribed by the Article 398 of the Civil Code of Georgia. Terms of the Contract are revised according to the rules established by Georgian Legislation.

12.5 In the event of conditions, provided in Article 398 of the Civil Code of Georgia, it is inadmissible to increase the amount of 10% of the total cost of the state procurement contract.

12.6. Change of contract conditions is made as an agreement and constitutes an integral part of the Contract.

13. Failure of contract observing

3.1 If in the process Contract observing, the Parties come up with hindering circumstances, which shall effect the fulfillment of the terms of it, Party shall immediately notify the other Party in written of such circumstances existence, causes and possible duration thereof. Receiving Party shall also promptly inform the other Party of his/her decision.

13.2 If due to failure to fulfill the terms of the Contract parties agree on elongation of the terms of the Contract observing, this decision shall be signed in accordance with paragraph 11.6 of the Contract,.

13.3 “Buyer” may terminate the Contract or require partial fulfillment of the obligation:

a) If “Supplier” can not deliver the object of procurement within the timeframe provided for by the Contract or agreement;

b) If “Supplier” is not able to perform any of the obligations under the Contract.

13.4 Termination of certain terms of the contract does not free the "Supplier" from fulfilling the rest of obligations.

13.5 “Buyer” can make decision on termination of the contract as well:

c) If "Purchaser" becomes aware, that for independent reasons he/she can not fulfill obligations under the contract;

d) In case of bankruptcy of "Supplier";

e) If it becomes known to him/her, that documents proving the qualification data of "Supplier" are fake;

f) In other cases prescribed by the Georgian Legislation.

13.6 In cases indicated in sub-paragraph 13.3, "Buyer" is obliged to compensate the "Supplier" price of actually received procurement object.

14. Force-Major

14.1 Parties will not have liability for the full or partial non-fulfillment of their obligations, if such failure caused by circumstances such as floods, fires, earthquakes and other natural disasters, as well as wars and acts of a military nature, if they have direct influence on Contract observing. Term of execution of the Contract will be extended to the relevant time after completion of such circumstances.

14.2 If conditions of full or partial non-compliance of contractual obligations continue for more than one month, parties shall have the right to terminate this present Contract without requiring the right of compensation.

14.3 Affected party shall immediately notify in writing about it the other party.

15. Dispute resolution

15.1 Disputes arising under or in connection with this Contract or discordance of opinions between the parties are resolved on the basis of joint negotiations of both parties.

15.2 In default of agreement, Parties will appeal Court in accordance with the Georgian Legislation.

16. Other conditions

16.1 Neither Party has the right to transfer his/her rights and obligations to the third party without the written consent of the other party.

16.2 Parties act on behalf of their own name, expenses and risks in relationship with the third persons.

16.3 This Contract is made in Georgian, in two copies of equal legal force, one for each party. Any correspondence related to the Contract carries out in Georgian.

16.4 Any amendments to the present contract shall be valid only when they are made in written form and duly signed by both parties.

16.5 Parties are fully responsible for the correctness of the requisites specified in the Contract.

16.6 Parties are obliged to notify the other party of changing the requisites.

16.7 Any official relations between Contracting Parties shall be in writing. Written notice under the contract is sent to the other party as mailing. For the purpose to establish operational communication, it is impossible to use modern means of communication, provided that the original one shall be submitted to the other Party directly or through mailing, on the address, indicated in the contract. If notification cannot be handed over to the party on the address mentioned in the contract, since the address specified incorrectly, notification will be deemed accepted and calculation of the dates specified in it starts on the following day of delivery on the mailing address.

17. Registered addresses and banking details of the parties
“Buyer” **“Supplier”**

Tbilisi State Medical University
#33 Vazha-Pshavela Ave., Tbilisi
ID: 211328703
State reasrury, code: TRESGE22
Account: GE24 NB03 3010 0200 165 022

Cancellor of TSMU
Zurab Orjonikidze
